

**THIRD AMENDMENT TO CONTRACT OF EMPLOYMENT
BETWEEN
SWEET HOME CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
MICHAEL GINESTRE**

THIS AGREEMENT is made this 11th day of June 2024, by and between the BOARD OF EDUCATION OF THE SWEET HOME CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter the "Board") and MICHAEL GINESTRE (hereinafter the "Superintendent").

WHEREAS, the Board and the Superintendent are parties to a Contract of Employment which commenced on August 2, 2021 for a term beginning August 2, 2021 and was to terminate on August 2, 2024, and which was revised/corrected on August 17, 2021 to address listed holidays; and to which a first amendment was agreed upon and commenced on July 1, 2022; and to which a second amendment was agreed upon and commenced on July 1, 2023; and

WHEREAS, the Board and the Superintendent have mutually agreed to modify certain terms of the Superintendent's Contract of Employment; and

NOW, THEREFORE, in consideration of the mutual promises set forth below, to be performed one for the other, the parties agree to modify and/or revise Sections 3(a), 8(a), 10(a), 10(b) and 14 and add 10(a)(i) and 10(g) with all terms effective July 1, 2024, as follows:

1. Term of Employment (3(a)).
 - a. The Superintendent's new term of employment shall be for a period of three (3) years commencing on July 1, 2024 and terminating on June 30, 2027, unless further extended or sooner terminated as herein after provided.
2. Compensation (8(a)).
 - a. The Superintendent's annual salary for the 2024-2025 school year (July 1, 2024-June 30, 2025) shall be at the annualized rate of Two-Hundred Seven Thousand and One-hundred dollars (\$207,100.00). This amount will be paid in equal installments in accordance with the procedures of the District and policies of the Board governing salary payment to other District administrative employees.
3. Other Benefits of Employment-Health Insurance (10(a) and 10(a)(i)).
 - a. The District shall make available to the Superintendent single or family coverage, as the circumstances of the Superintendent warrant, provided under the District's Health, Dental, and Vision Insurance Programs (currently NY 44 Health Benefits Trust). The District shall have the option of providing equivalent coverage than that specified above through another carrier or carriers by self-insurance. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier and the provisions of the subscriber's contract. The District's sole responsibilities with respect to the operation of such coverage shall be to (a) keep the insurance of self-insurance in force, (b) provide

necessary data upon reasonable request, and (c) pay 85% of the monthly premium for the applicable coverage during the 2024-2025 school year and for each year thereafter unless modified through written agreement of the parties.

- i. So long as the Superintendent remains in the employ of the District as Superintendent for at least ten (10) consecutive years from the date of first employment (August 2, 2021) and retires from the District in accordance with the rules and regulations of the New York State Teachers' Retirement System without penalty on a date after August 2, 2031, the District shall continue to contribute toward the cost of the Superintendent's health insurance in retirement, at the same percentage as contributed by the District for either a single or family plan at the time of retirement, in a plan then provided to the District's current professional employees. If at any time while the Superintendent is eligible for post-retirement health insurance, the Superintendent and/or his spouse become(s) eligible for Medicare, the Superintendent and/or spouse shall enroll in Medicare and the District's obligation shall be limited to provided "Medigap" insurance from its carrier providing, with Medicare, combined coverage most similar to the District's then current coverage. This provision shall survive termination of the term of the Superintendent's Contract and be enforceable after the termination of the Agreement.
4. Other Benefits of Employment-Flexible Spending (10(b)).
 - a. In accordance with the District's IRS 125 program, the Superintendent shall be permitted to make elective deferral contributions to the IRS 125 plan subject to state and federal law. The District will also establish a Health Reimbursement Account established for the Superintendent consistent with Section 105(h) of the Internal Revenue Code. The District shall contribute One Thousand Three Hundred (\$1,300.00) per year to his Health Reimbursement Account.
5. Other Benefits of Employment-Flexible Spending (10(g)).
 - a. The Board agrees to contribute on behalf of the Superintendent an amount matching the Superintendent's contribution to an approved 403(b) Plan, in an amount not to exceed One Thousand Dollars (\$1,000.00), annually.
6. Transportation Expense (14)
 - a. Add: The Superintendent shall be provided an annual vehicle allowance of Fifteen Hundred Dollars (\$1,500.00), payable in equal monthly installments, to compensate for the use of his personal vehicle for travel within Erie County, New York in the performance of his duties as Superintendent of Schools. Mileage shall only be reimbursed in connection with this section for travel outside of Erie County.

The foregoing amendments shall become effective on July 1, 2024 and continue in effect thereafter through the term of this Agreement, unless subsequently modified by the parties in writing. All other provisions of the Contract of Employment not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

**BOARD OF EDUCATION OF THE
SWEET HOME CENTRAL
SCHOOL DISTRICT**

By: Amy Battaglia
Amy Battaglia
President, Board of Education

SUPERINTENDENT

By: Michael V. Ginestre * 5/20/29
Michael V. Ginestre

CERTIFICATION OF THE DISTRICT CLERK

I, SHERRY MCNAMARA, District Clerk for the Sweet Home Central School District, certify that this Third Memorandum of Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education at a public meeting duly held on June 11, 2024, and has been made a part of the minutes of that meeting.

SWEET HOME CENTRAL SCHOOL DISTRICT

By: _____
Sherry McNamara, District Clerk